



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

NEGOTIABLE INSTRUMENTS—RAISED CHECKS—NEGLIGENCE OF DRAWER.—The plaintiffs were customers of the defendant bank with which they kept deposits for check. The plaintiffs drew certain checks on the bank, which were altered in amount by the payee, and the bank in good faith paid the amount as it appeared after the alteration. The plaintiffs drew the checks negligently so that blank spaces were left in front of the words and figures representing the amounts of the checks. The Negotiable Instruments Law of Kentucky provides that the bona fide holder of negotiable paper which has been altered may enforce payment according to the original tenor. The plaintiffs brought an action against the bank to recover for the wrongful payments. *Held*, the plaintiffs are entitled to recover the difference between the amounts of the checks as raised and the amounts of the checks as originally drawn. *Commercial Bank v. Arden & Fraley* (Ky.), 197 S. W. 951. See NOTES, p. 276.

REAL PROPERTY—EASEMENTS—SCOPE OF GRANT.—The grantee of a right of way crossed a stream, in the line of the easement, by means of a ford, for twenty-one years. In times of high water, it was very difficult, and occasionally impossible to ford the stream for a period of several days. Subsequently, the grantee built a bridge over the stream, which caused the water to overflow the plaintiff's premises during a period of high water. An action was brought against the grantee for damages. *Held*, the grantee is not liable. *Hammond v. Hammond* (Pa.), 101 Atl. 855.

It is a well established principle that the conveyance of an easement gives the grantee all such rights as are incidental or necessary to the reasonable and proper enjoyment of the easement. *Hathorn v. Stinson*, 10 Mc. 224, 25 Am. Dec. 228; *Maxwell v. McAtee*, 9 B. Mon. (Ky.) 20, 48 Am. Dec. 409. See MINOR, REAL PROP., § 100; JONES, EASEMENTS, § 816.

There are cases where alterations to property have been allowed, which were necessary to enable the grantee to enjoy a reasonable use of his easement. *Hutchins v. Lavery*, 78 Misc. Rep. 518, 139 N. Y. Supp. 957. The test laid down to determine the right to make a particular alteration is whether or not it is of such a nature as to result in the creation and substitution of a different servitude from the one which originally existed. Thus, an easement to carry water in an open ditch cannot be altered by placing a pipe line in the ground in lieu thereof. *Allen v. San José Land & Water Co.*, 92 Cal. 138, 28 Pac. 215, 15 L. R. A. 93. But the substitution of a one-inch pipe in place of a one-half-inch pipe will not be enjoined where no more water was used after the change than before. *Hutchins v. Lavery*, *supra*.

It is settled that no material change can be made in the easement, although the result would prove beneficial to both parties. *Allen v. San José Land & Water Co.*, *supra*.

But the mere lapse of time in failing to exercise a right which is incident to the reasonable and proper enjoyment of an easement does not have the effect of abandoning the right. Thus, a railroad was con-